

# Agenda Item Form

Agenda Date: 04/06/04

Districts Affected: N/A

Dept. Head/Contact Information: [Police Department, Cliff Walsh, (915) 564-7309]

## Type of Agenda Item:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Resolution   | <input type="checkbox"/> Staffing Table Changes   | <input type="checkbox"/> Board Appointments        |
| <input type="checkbox"/> Tax Installment Agreements                         | <input type="checkbox"/> Tax Refunds              | <input type="checkbox"/> Donations                 |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement                   | <input type="checkbox"/> Budget Transfer          | <input type="checkbox"/> Item Placed by Citizen    |
| <input type="checkbox"/> Application for Facility Use                       | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements                              | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application         |
| <input checked="" type="checkbox"/> Other <u>Personal Services Contract</u> |   |  |

## Funding Source:

- ☐ General Fund  
☒ Grant (duration of funds: 3 Months)  
☐ Other Source: \_\_\_\_\_

## Legal:

- ☒ Legal Review Required      Attorney Assigned (please scroll down): Lupe Cuellar      ☒ Approved      ☐ Denied

Timeline Priority: ☒ High      ☐ Medium      ☐ Low      # of days: \_\_\_\_\_

## Why is this item necessary:

This is a grant funded position which is funded through June 30, 2004. Contract was original set to end May 22<sup>nd</sup>. The extension is being requested to extend contract until June 30, 2004.

## Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

N/A. This position is grant funded and already budgeted through June 30, 2004..

## Statutory or Citizen Concerns:

None Expected

## Departmental Concerns:

None

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INVESTIGATED AND TO A LIO

## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign an Amendment to the Contract between the **CITY OF EL PASO** and **CINDY DURAN**, to extend the time of performance from May 22, 2004 to June 30, 2004.

**ADOPTED** this 6th day of April, 2004.

THE CITY OF EL PASO

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Joe Wardy  
Mayor

ATTEST:

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Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

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Guadalupe Cuellar  
Deputy City Attorney

STATE OF TEXAS           )  
COUNTY OF EL PASO    )

**FIRSTAMENDMENT TO PERSONAL.  
SERVICES CONTRACT**

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **CINDY DURAN**, hereinafter referred to as "Employee," witnesseth:

**WHEREAS**, the City desires to employ the Employee to assist the Police Department as a Crisis Response Team Case Manager; and

**WHEREAS**, Employee possesses the skills to render said employment to the City.

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

1.     SCOPE OF SERVICES.     Employee shall perform the duties found in Attachment "A", Scope of Duties, attached hereto and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the Police Department in El Paso, Texas.

2.     TIME OF PERFORMANCE. The services of Employee are to commence on or about July 1, 2003 and be completed by June 30, 2004.

3.     COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid at an hourly rate of Twelve and 50/100 Dollars (\$12.50) for 40 (forty) hours per week. Employee will be required to work variable shifts. Employee is classified as non-exempt and shall be eligible for overtime pay. In the event that Employee works in excess of forty (40) hours per week, Employee shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide fringe benefits as outlined in Attachment B, "Fringe Benefits," and the Employee shall also be eligible for the following benefits:

A. The City's Insurance Plans. The full time contract employee named in this Agreement who is currently enrolled in any of the City's insurance

plans shall be eligible to continue to participate in and receive the benefits of those Plans in the same manner as similarly situated full time regular City employees. If Employee is not currently enrolled in any insurance.

- B. The City's Pension Plan, in accordance with the provisions of the Plan, election to participate in the City's Pension Plan must be made at the time of signing of this contract. In calculating retirement benefits, Employee will receive credit for prior participating years of service with the City, including accumulated sick leave.
- C. All paid holidays authorized by the El Paso City Council.
- D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.
- E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.
- F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.
- G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

The City will provide no other fringe benefits. Employee agrees that at no time will she make a claim against the City for more than provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The place where such services are to be performed is in the City and County of El Paso, Texas or such other places as may be directed by the City in order to fulfill the terms of this Contract.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into

in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in the paragraph may be exercised by the Chief Administrative Officer on behalf of the City.

8. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out her duties under this Contract.

9. NOTICE. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee at the following addresses:

CITY:	City of El Paso
	Police Department
	Attn: Chief of Police
	2 Civic Center Plaza
	El Paso, Texas 79901-1196

EMPLOYEE: Cindy Duran

**IN WITNESS WHEREOF** the parties have executed this agreement at El Paso,  
Texas this 6th day of April, 2004.

CITY OF EL PASO

\_\_\_\_\_  
Joe Wardy  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

EMPLOYEE:

\_\_\_\_\_  
Cindy Duran

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

\_\_\_\_\_  
Richard Wiles  
Interim Chief of Police

APPROVED BY THE CIVIL SERVICE COMMISSION:

By: \_\_\_\_\_  
Secretary  
Date: 03/25/04

## ATTACHMENT "A"

### SCOPE OF DUTIES

#### CASE MANAGER

Working variable shifts as a mobile unit to augment the volunteers of the Crisis Response Team (CRT). Duties include:

1. Responding to crime scene and other critical incident sites.
2. Providing crisis intervention and stabilization to victims.
3. Assisting victims with the Texas Crime Victims' Compensation application.
4. Assessing client needs and providing appropriate referrals.
5. Recording statistics for use in compiling program progress reports.
6. Assisting with shift meeting presentations to EPPD officers.
7. Being on call out status to augment volunteer force.
8. Make on scene calls to assist victims of domestic violence.
9. Plan and schedule victim information sessions.

ATTACHMENT "B"

FRINGE BENEFITS

CRT CASE MANAGER

The following benefits package is based on an annual salary of \$26,058.00.

<b>BENEFIT</b>	<b>PERCENTAGE/RATE</b>	<b>TOTAL</b>
FICA	.62	\$1,616.00
Medicare	.145	\$ 378.00
Worker's Compensation	.0312	\$ 813.00
Health/Life Insurance	\$4,200.00	\$4,200.00
<b>TOTAL BENEFITS</b>		<b>\$7,007.00</b>



Cindy Duran

~~XXXXXXXXXXXXXXXXXXXX~~  
~~XXXXXXXXXXXXXXXXXXXX~~

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**JOB OBJECTIVE**

provide support to victims of crime and refer victims to qualify agencies.

**QUALIFICATIONS**

Excellent verbal and oral communication skills type 40 wpm, multi line telephone skills, worked with disadvantage teenagers and insured rules and regulations are follow, and help victims cope with their emotions.

**EDUCATION**

2001-2002

Park University  
Major: Criminal Justice Administration  
Bachelors Degree

1996-1999

El Paso Community College  
Major: Criminal Justice/ Law Enforcement  
Associates Degree

1992-1996

Ysleta High School  
High School Diploma

**WORK EXPERIENCE**

December 2002- Present

*Case Manager*  
El Paso Police Department  
9011 Escobar  
El Paso, Texas 79915  
Duties: Provide information to victims of all crimes, refer victims to other agencies, assist victims with Texas Crime Victims Compensation Program, sent letters to victims, photograph injuries, assist officers with transporting victims to the Shelter.

July 2002- Present

*Resident Monitor*  
Dismas Charities  
7011 Alameda  
El Paso, Texas 79915  
Duties: Monitor offenders, administer urine analysis, do work and house checks, transport, pat downs,

administer breathalyzer test, room, locker and vehicle search, escape procedures, reports of incidents, answer telephone, monthly reports and secure facility.

July 2001-July 2002

*Child Activity Specialist*  
The Center on Family Violence  
P.O. Box 26219  
El Paso, Texas 79926

Duties: Teach children to read and write, help with school homework, girl scouts, crafts, safety plans, make reports to C.P.S and counseling.

June 2000-July 2001

*Intake Worker*  
The Center on Family Violence  
P.O. Box 26219  
El Paso, Texas 79926

Duties: Screen incoming calls of domestic violence victims, intake paper work on clients, letters, client support, filling, fill out protective orders, photograph the injuries on victims and fill out TCVC.